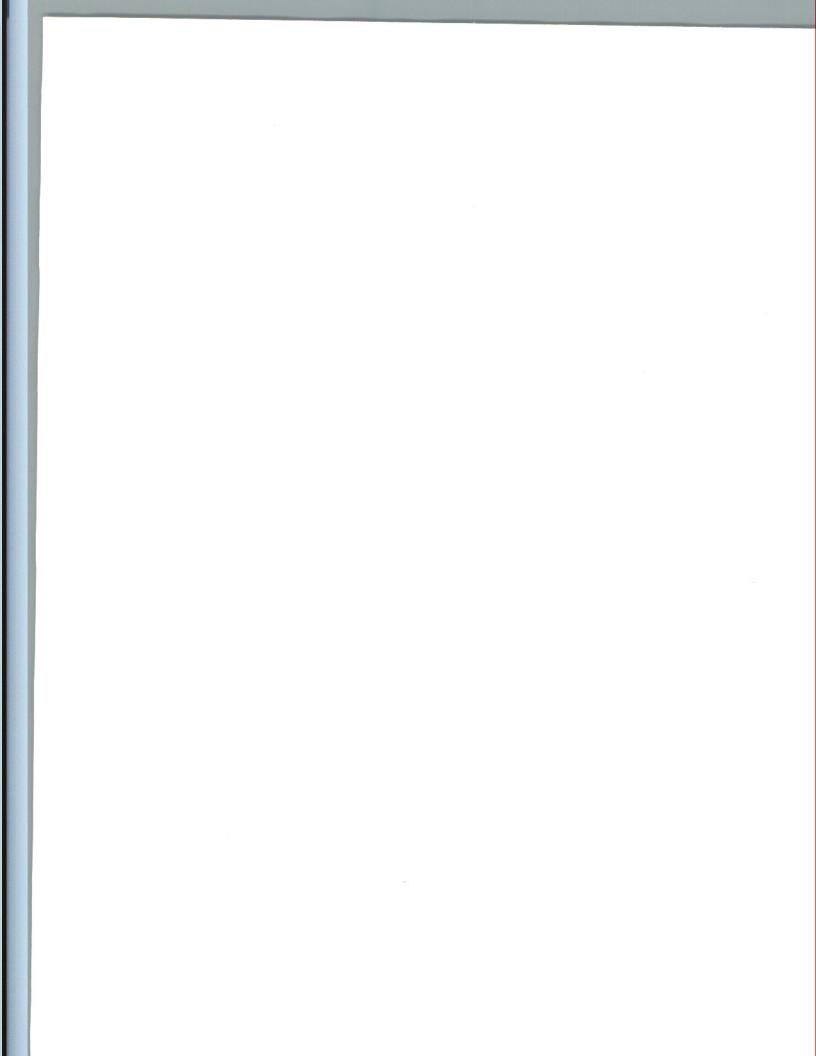
STATE OF NEW HAMPSHIRE BUREAU OF PURCHASE AND PROPERTY

STATE HOUSE ANNEX - ROOM 102 25 CAPITOL ST CONCORD NH 03301-6398

DATE:	11/12/15	
CONTRACT #:	8001842	
CONTRACT FOR:	Liquid Magnesium Chloride	
NIGP CODE:	775-4528	
CONTRACTOR:	Innovative Municipal Products Inc.	VENDOR CODE #: 170191
SUBMITTED FOR ACCE	PTANCE BY:	
LAURA INGRAM, PUR BUREAU OF PURCHAS	CHASING AGENT E AND PROPERTY	DATE ///12/15
ROBERT STOWELL AD	MINISTRATOR	DATE
LISA M. POLLARD, DIF		DATE
VICKI QUIRAM, CON	TATE OF NEW HAMPSHIRE UNDER THE AUSTATUTES, ANNOTATED 21-I:14, XII. MINISSIONER MINISTRATIVE SERVICES ***********************************	DATE 11-20-15

NOTE: This contract is in result of NH Bid 1835-16 for Liquid Magnesium Chloride. The last contract, which expired on 8/31/15, was \$1.36/gal. A bid was put out and awarded however; the Contractor was in default of product specification compliance. The new contract, if awarded, has the same price of \$1.36/gal. The amount spent on the last contract was \$60,588.00. If approved, this contract will be in effect upon approval through 11/30/17. I have verified the Excluded Parties list.



State of New Hampshire Division of Procurement and Support Services Bureau of Purchase and Property 25 Capitol Street, State House Annex Concord, NH 03301-6398

Date:

10/29/15

Bid No.:

1835-16

Date of Bid Opening:

11/6/15

Time of Bid Opening:

1:30 PM (EST)

YOU MAY EMAIL YOUR BID TO LAURA INGRAM AT: EMAIL PRCHWEB@NH.GOV

BID	INVITATION	FOR	CONTRACT:	Liquid	Magnesium	Chloride
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INHOVATIVE MUNICIPAL on behalf of PRODUCTS (US) INC. (insert name of entity submitting bid [Insert name of signar] SYED ALI (collectively referred to as "Vendor") hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID #1835-16 at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

The Vendor has reviewed and agreed to be bound by the Bid.

- The Vendor has not altered any of the language or other provisions contained in the Bid document.
- 3. The Bid is effective for a period of 180 days from the Bid Opening date as indicated above.
- 4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.

- 6. Further, in accordance with RSA 21-1:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
 - a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been
 - b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
 - c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal,
 - d. Is currently debarred from performing work on any project of the federal government or the government of any state;
 - e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
 - Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
 - g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
 - h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
 - Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
 - Has been placed on the debarred parties list described in RSA 21-1:11-c within the past year.

This document must be signed by a person who is authorized to legally obligate the responding vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding vendor and that any and all other terms

and conditions submitted by the	e responding vendor are null and	d void, even if such terms and conditions h	ave terminology to the contrary. the reverse of the purchase order.
The responding vendor shall als	o be subject to State of New Har	TIDSTILLE TOTTLE CITE COLLECTION	
Authorized Signor's Signature	e f. Jaryne.	Authorized Signor's Title BID M	ANAGER AND SECRETARY
NOTARY PUBLIC/JUSTICE OF THE	PEACE		
COUNTY: WHITEY	STATE: ONTHE 10	ZIP: LN 64	
	, 2015, personally appeared	before me, the above named or satisfactorily proven, and took oath that t	, in his/her capacity he foregoing is true and accurate to
	et my hand and officialist Rosalia Public, Regio	Cruz LaCelle, Notary nal Municipality of Durham, Building Products Inc.	
(Notary Public Justice of the Pe	edce) dba innovativi ands its affilia	e Surface Solutions Canada le Expires January 18/17 (Date)	Form P31

Unless specifically amended or deleted by the Division of Procurement and Support Services, the following General Terms and Conditions apply to this Bid and any resulting Purchase Order or Contract.

GENERAL CONDITIONS AND INSTRUCTIONS:

NATURE OF, AND ELIGIBILITY TO RESPOND. This bid invitation is submitted in accordance with Chapter 21-1, and rules promulgated thereunder, and constitutes a firm and binding offer. A bid may not be withdrawn unless permission is obtained from the Bureau of Purchase and Property.

Bids may be issued only by the Bureau of Purchase and Property and are not transferable.

SAMPLES AND DEMONSTRATIONS. When samples are required they must be submitted free of costs and will not be returned. Items left for demonstration or evaluation purposes shall be delivered and installed free of charge and shall be removed at no cost to the State. Demonstration units shall not be offered to the State as new equipment.

BIDS. Bids must be received at the Bureau of Purchase and Property before the date and time specified for the opening. Bids must be submitted on this bid form or exact copies and must be typed or clearly printed in ink. Corrections must be initiated. Bids are to be made less Federal Excise Tax and no charge for handling unless required by law.

SPECIFICATIONS. Vendors must submit on items as specified. Proposed changes must be submitted in writing and received at the Bureau of Purchase and Property at least five (5) business days prior to the bid opening. Vendors shall be notified in writing if any changes to the specifications are made.

AWARD. The award will be made to the responsible Vendor submitting a conforming bid meeting specifications at the lowest cost unless other criteria are noted in the bid. Unless otherwise noted, the award may be made by individual items.

If there is a discrepancy between the unit price and the extension, the unit price will prevail.

When identical low bids are received the award will be made in accordance with the Administrative Rules.

Discounts will not be considered in making award but may be offered on the Invoice for earlier payment and will be applicable on the date of completion of delivery or receipt of Invoice, whichever is later. On orders specifying split deliveries, discounts will apply on the basis of each delivery or receipt of Invoice, whichever is later.

PATENT INFRINGEMENT. Any responding vendor who has reason to believe that any other responding vendor will violate a patent should such responding vendor be awarded the contract shall set forth in writing, prior to the date and time of opening, the grounds for his belief and a detailed description of the patent.

ASSIGNMENT PROVISION. The responding vendor hereby agrees to assign all causes of action that it may acquire under the antitrust laws of New Hampshire and the United States as the result of conspiracies, combinations, or contracts in restraint of trade which materially affect the price of goods or services obtained by the state under this contract if so requested by the State of New Hampshire.

FEDERAL FUNDS. This Division of Plant and Property Management, under RSA 21-1:14, VIII shall assure the continuation or granting of federal funds or other assistance not otherwise provided for by law by following the Federal Procurement Standards.

STATE'S OPTIONS: The Bureau of Purchase and Property reserves the right to reject or accept all or any part of any bid, to determine what constitutes a conforming bid, to award the bid solely as it deems to be in the best interest of the State, and to waive irregularities that it considers not material to the bid.

PUBLIC INFORMATION: The responding vendor hereby acknowledges that all information relating to this bid and any resulting order (Including but not limited to fees, contracts, agreements and prices) are subject to these laws of the State of New Hampshire regarding public information.

PERSONAL LIABILITY: The responding vendor agrees that in the preparation of this bid or the execution of any resulting contract or order, representatives of the State of New Hampshire shall incur no liability of any kind.

PROOF OF COMPLIANCE. The responding vendor may be required to supply proof of compliance with proposal specifications. When requested, the responding vendor must immediately supply the Bureau of Purchase and Property with certified test results or certificates of compliance. Where none are available, the State may require independent laboratory testing. All costs for such testing certified test results or certificate of compliance shall be the responsibility of the responding vendor.

FORM OF CONTRACT. The terms and conditions set forth in any additional Terms and Conditions by the Bureau of Purchase and Property are part of the bid and will apply to any contract awarded the responding vendor unless specific exceptions are taken and accepted and will prevail over any contrary provisions in Terms and Conditions submitted by the responding vendor.

CONTRACT TERMS AND CONDITIONS

- 1. The State of New Hampshire, acting through the Division of Procurement and Support Services, engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached State documents, if any, and the Vendor's bid or quotation, both of which are incorporated herein by reference.
- 2. COMPLIANCE BY VENDOR WITH LAWS AND REGULATIONS. In connection with the performance of this agreement, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation or duty upon the Vendor, including, but not limited to civil rights and equal opportunity laws.
- 3. TERM. The contract, and all obligations of the parties thereunder, shall become effective on a specified date and shall be completed in their entirety prior to a specified date. Any work undertaken by the Vendor prior to the effective date shall be at his sole risk and, in the event that the contract shall not become effective, the State shall be under no obligation to reimburse the Vendor for any such work.
- 4. CONTRACT PRICE. The contract price, a payment schedule and a maximum limitation of price shall be as specified by the bid invitation and the Vendor's bid. All payments shall be conditioned upon receipt, and approval by the State, of appropriate vouchers and upon satisfactory performance by the Vendor, as determined by the State. The payment by the State of the Contract Price shall constitute complete reimbursement to the Vendor for all expenses of any nature incurred by the Vendor in the performance by the Vendor and complete payment for the Services. The State shall have no other liability to the Vendor.
- 5. DELIVERY. If the vendor fails to furnish items and/or services in accordance with all requirements, including delivery, the state may repurchase similar items from any other source without competitive bidding, and the original vendor may be liable to the state for any excess costs. If a vendor is unable to complete delivery by the date specified, he must contact the using agency. However, the agency is not required to accept a delay to the original delivery date. All deliveries are subject to inspection and receiving procedure rules as established by the State of New Hampshire. Deliveries are not considered accepted until compliance with these rules has been established. State personnel signatures on shipping documents shall signify only the receipt of shipments. All deliveries shall be FOB Destination.
- 6. INVOICING. All invoices must be in triplicate showing Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted on the invitation to bid or purchase order, payment will not be due until thirty (30) days after all services have been completed, or all items have been delivered, inspected and accepted or the invoice has been received at the agency business office, whichever is later.

- 7.1. The Vendor shall disclose in writing the names of all owners (5% or more), directors, officers, employees, agents or subcontractors who are also officials or employees of the State of New Hampshire. Any change in this information shall be reported in writing within fifteen (15) days of their occurrence.
- 7.2. The person signing this agreement on behalf of the State, or his or her delegee ("Contracting Officer") shall be the State's representative for purposes of this agreement. In the event of any dispute concerning the interpretation of this agreement, the Contracting Officer's decision shall be final.

8. EVENT OF DEFAULT; REMEDIES.

- 8.1. Any one or more of the following acts or omissions of the Vendor shall constitute an event of default hereunder ("Events of Default"):
- 8.1.1. failure to deliver the goods or services satisfactorily or on schedule; or
- 8.1.2. failure to submit any report required hereunder; or
- 8.1.3. failure to perform any of the other covenants and conditions of this agreement.
- 8.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 8.2.1. give the Vendor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this agreement, effective two (2) days after giving the Vendor notice of termination; and
- 8.2.2. give the Vendor a written notice specifying the Event of Default and suspending all payments to be made under this agreement and ordering that the portion of the Contract Price, which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default, shall never be paid to the Vendor; and
- 8.2.3. set off against any other obligation the State may owe to the Vendor any damages the State suffers by reason of any Event of Default; and
- 8.2.4. treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
- 9. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express failure of any Event of Default shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Vendor.

- 10. VENDOR'S RELATION TO THE STATE. In the performance of this agreement the Vendor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Vendor nor any of its officers, employees, agents or members shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
- 11. ASSIGNMENT AND SUBCONTRACTS. The Vendor shall not assign, or otherwise transfer any interest in this agreement without the prior written consent of the State. No work required by this contract shall be subcontracted without the prior written consent of the State.
- 12. INDEMNIFICATION. The contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Vendor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
- 12.1 PATENT PROTECTION. The seller agrees to indemnify and defend the State of New Hampshire from all claims and losses resulting from alleged and actual patent infringements and further agrees to hold the State of New Hampshire harmless from any liability arising under RSA 382-A:2-312(3). (Uniform Commercial Code).
- 13. TOXIC SUBSTANCES. In compliance with RSA 277-A known as the Workers Right to Know Act, the vendor shall provide Material Safety Data Sheets with the delivery of any and all products covered by said law.
- 14. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given below.
- 15. AMENDMENT. This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.
- **16. CONSTRUCTION OF AGREEMENT AND TERMS.** This agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.
- 17. ADDITIONAL PROVISIONS. The additional provisions (if any) have been set forth as Exhibit "A" hereto.
- 18. ENTIRE AGREEMENT. This agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

BID INVITATION FOR: A CONTRACT FOR: LIQUID MAGNESIUM CHLORIDE

PURPOSE:

The purpose of this bid invitation is to establish a contract(s) for supplying the State of New Hampshire agencies with the item(s) indicated in the "Offer" section of this bid invitation to be ordered as needed during the term of the contract, in accordance with the requirements of this bid invitation and any resulting contract. Items ordered under any resulting contract must be delivered FOB destination to the location(s) indicated in the "Delivery Locations" section of this bid invitation.

INSTRUCTIONS TO VENDOR:

Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (detailed information on how to fill out the pricing information can be found in the "Offer" section); complete the "Vendor Contact Information" section; and finally, fill out, sign, and notarize page 1 of the bid invitation.

BID SUBMITTAL

All bids must be submitted on this form or an exact copy, must be typed or clearly printed in ink and must be received on or before the date and time specified on page 1 of this bid. Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property by email to PRCHWEB@NH.GOV. All bids must be clearly marked with bid number, date due and purchasing agent's name.

IF YOU ARE EXPERIENCING DIFFICULTIES EMAILING YOUR BID OR YOU WISH TO VERIFY THAT YOUR BID RESPONSE HAS BEEN RECEIVED, PLEASE CALL (603) 271-2201 AND ASK A PURCHASING ASSISTANT FOR ASSISTANCE OR TO CHECK ON THE STATUS OF YOUR BID RESPONSE.

The timeline below is provided as a general guideline and is subject to change. Unless stated otherwise, considered the dates below a "no later than" date.

11/6/2015 1:30 (EST) PM Bid Opening	rifications, and/or requested changes to bid
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GOVERNING TERMS AND CONDITIONS:

A responding bid that has been completed and signed by your representative will constitute your company's acceptance of all State of New Hampshire terms and conditions and will legally obligate your company to these terms and conditions.

A signed response further signifies that any terms and/or conditions that may be or have been submitted by the Vendor are specifically null and void and are not a part of this bid invitation or any awarded purchase order, even if said terms and/or conditions contain language to the contrary.

PUBLIC DISCLOSURE OF BID SUBMISSIONS:

Generally, all bids and proposals (including all materials submitted in connection with them, such as attachments, exhibits and addenda) become public information upon the effective date of a resulting contract or purchase order. However, to the extent consistent with applicable state and federal laws and regulations, as determined by the State, including, but not limited to, RSA Chapter 91-A (the "Right-to-Know" Law), the State will attempt to maintain the confidentiality of portions of a bid that are clearly and properly marked by a Vendor as confidential. Any and all information contained in or connected to a bid or proposal that a Vendor considers confidential must be clearly designated in a manner that draws attention to the designation. The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not so marked. Marking an entire bid, proposal, attachment or sections thereof confidential without taking into consideration the public's right to know will neither be accepted nor honored by the State. Notwithstanding any provision of this RFP/RFB to the contrary, pricing will be subject to public disclosure upon the effective date of all resulting contracts or purchase orders, regardless of whether or not marked as confidential. If a bid or proposal results in a purchase order or contract, whether or not subject to approval by the Governor and Executive Council, all material contained in, made part of, or submitted with the contract or purchase order shall be subject to public disclosure.

If a request is made to the State by any person or entity to view or receive copies of any portion of a bid or proposal, and if disclosure is not prohibited under RSA 21-1: 13-a, Vendors acknowledge and agree that the State may disclose any and all portions of the bid, proposal or related materials which is not marked as confidential. In the case of bids, proposals or related materials that contain portions marked confidential, the State will assess what information it believes is subject to release; notify the Vendor that the request has been made; indicate what, if any, portions of the bid, proposal or related material will not be released; and notify the Vendor of the date it plans to release the materials. The State is not obligated to comply with a Vendor's designation regarding confidentiality.

By submitting a bid or proposal, the Vendor agrees that unless it obtains and provides to the State, prior to the date specified in the notice described in the paragraph above, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information, the State may release the information on the date specified in the notice without any liability to the Vendor.

ELIGIBLE PARTICIPANTS:

Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, are eligible to participate under this contract whenever said sub-division or nonprofit agency so desires. These entities are autonomous and may participate at their sole discretion. In doing so, they are entitled to the prices established under the contract. However, they are solely responsible for their association with the successful Vendor. The State of New Hampshire assumes no liability between the successful Vendor and any of these entities.

CONTRACT TERM:

The term of the contract shall be from November 10, 2015 or the date of award, whichever is later, through November 30, 2017, a period of approximately two (2) years. The contract may be extended for an additional three (3) years thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the successful Vendor and the State with the approval of the Commissioner of the Department of Administrative Services. The maximum term of the contract (including all extensions) cannot exceed five (5) years.

TERMINATION:

The State of New Hampshire shall have the right to terminate the purchase contract at any time by giving the successful Vendor a thirty (30) day written notice.

VENDOR CERTIFICATIONS:

ALL Vendors SHALL be duly registered as a Vendor authorized to conduct business in the State of New Hampshire. Vendors shall comply with the certification below prior to a contract being awarded and through the term of any contract which results from said bid. Failure to comply shall be grounds for disqualification of bid and/or the termination of any resultant contract:

- STATE OF NEW HAMPSHIRE VENDOR APPLICATION: Vendor SHALL have a completed Vendor Application
 and Alternate W-9 Form which SHALL be on file with the NH Bureau of Purchase and Property. See the
 following website for information on obtaining and filing the required forms (no fee):
 http://das.nh.aov/purchasina/
- NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION: A bid award, in the form of a contract(s), will <u>ONLY</u> be awarded to a Vendor who is registered to do business <u>AND</u> in good standing with the State of New Hampshire. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: http://das.nh.gov/Purchasing.

REQUEST FOR CHANGES AND/OR CLARIFICATION:

Any Questions must be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid. Submissions must clearly identify the bid Number, the Vendor's name and address and the name of the person submitting the question. Any questions, clarifications, and/or requested changes must be received in writing at the Bureau of Purchase and Property no later than 4:30 PM on 11/3/15.

Questions must be submitted by E-mail to Laura Ingram at the following address: <u>laura.ingram@NH.Gov</u>.

ADDENDA:

In the event it becomes necessary to add to or revise any part of this bid prior to the scheduled submittal date, the NH Bureau of Purchase and Property will post on our web site any Addenda. Before your submission and periodically prior to the RFB closing, Vendors are required to check the site for any addenda or other materials that may have been issued affecting the bid. The web site address is http://das.nh.gov/Purchasing/vendorresources.asp.

BID PRICES:

Bid prices must be in US dollars and must include delivery and all other costs required by this bid invitation. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges must be built into your bid price at the time of

the bid.

BID RESULTS:

Bid results may be viewed when available, once the award has been made, on our web site only at: http://das.nh.gov/purchasing.

For Vendors wishing to attend the bid Opening: Only the names of the Vendors submitting responses will be made public.

ABILITY TO PROVIDE:

Successful Vendor must be capable of providing each State of New Hampshire agencies and eligible participants with their entire requirements of the items required in this bid invitation and any resulting contract without any delay or substitution.

ORDERING PROCEDURE:

State agencies will place their orders by electronic order entry, by e-mail, by FAX, or they may establish a standard delivery order. Eligible participants will utilize their own individually established ordering procedures.

AUDITS AND ACCOUNTING:

The successful Vendor shall allow representatives of the State of New Hampshire to have complete access to all records for the purpose of determining compliance with the terms and conditions of this bid invitation and in determining the award and for monitoring any resulting contract.

At intervals during the contract term, and prior to the termination of the contract, the successful Vendor may be required to provide a complete and accurate accounting of all products and quantities ordered by each agency and institution and by political sub-divisions and authorized non-profit organizations.

ESTIMATED CONTRACT VALUE:

The annual value of the contract is estimated to be \$93,908. This figure is given for informational purposes only and shall not be considered a guaranteed or minimum figure, nor shall it be considered a maximum figure. This figure does not include any eligible participant figures.

ESTIMATED USAGE:

The quantities indicated in the offer section of this bid invitation are an estimate only for the State of New Hampshire's annual requirements. These quantities are indicated for informational purposes only and shall not be considered minimum or guaranteed quantities, nor shall they be considered maximum quantities. These quantities do not include any eligible participant usage.

USAGE REPORTING:

The successful Vendor shall be required to submit a quarterly and annual usage report for analysis to determine contract compliance. At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- All Products Purchased (showing the manufacturer, item, part number, list price and the final cost after discount.)
- Total Cost of all Products Purchased

DELIVERY TIME:

The successful Vendor will be required to accomplish delivery of any item ordered under the contract within ten (10) business days from the placement of the order.

The use of a private carrier to make delivery does not relieve the successful Vendor from the responsibility of meeting the delivery requirement.

ESTABLISHMENT OF ACCOUNTS:

Each State of New Hampshire agency must have its own individual customer account number. There will be instances where sub-sections of an agency will need their own individual customer account number. Should any State of New Hampshire agency place an order under the contract, the successful Vendor agrees to establish an account within three business days from the date the order is placed. However, there must be no delay in any shipment; the agency must receive the items ordered in accordance with the delivery time required under the "Delivery Time" section of this bid invitation, as if an account already exists for them.

RETURNED GOODS:

The successful Vendor must resolve all order and invoice discrepancies within five (5) business days from

notification. Products returned due to quality issues, duplicate shipments, over-shipments, etc. must be picked up by the successful Vendor within ten (10) business days of notification with no restocking or freight charges, and must be replaced with specified products or the agency will be refunded/credited for the full purchase price. Unauthorized substitutions for any products are not allowed.

Standard stock products ordered in error by the State of New Hampshire must be returned for full credit within fifteen (15) business days of receipt. Products must be in re-saleable condition (original container, unused) and there will be no restocking fee charged for these products. The using agency will be responsible for any freight charges to return these items to the successful Vendor.

INVOICING:

Invoicing shall be done to the Agency Remit Account on the basis of each order completed, or other mutually agreed upon timeframe between the vendor and agency (example: monthly invoice). Invoices shall clearly indicate the quantity, description, packaging, date delivered, and contract price. Invoicing for eligible participants will be in accordance with their individual requirements. Invoices shall clearly indicate the following:

- Contract unit of measure
- Contract unit price for product delivered
- Total price for units delivered

PAYMENT:

Payments shall be made via ACH and/or Procurement Card (P-Card –Visa Credit Card). Use the following link to enroll with the State Treasury for ACH payments:

http://www.nh.gov/treasury/Divisions/DocsForms/Tforms.htm?inc=P

The resulting contract(s) has mandatory Procurement Card usage for agencies enrolled in the State P-Card Program.

CONTRACT AWARD:

The award shall be made to the responsible Vendor(s) meeting the criteria established in this RFB and providing the lowest cost in total. The State reserves the right to reject any or all bids or any part thereof and add/delete locations to the contract price. If an award is made it shall be, in the form of a State of New Hampshire Contract (s).

Successful Vendor will not be allowed to require any other type of order, nor will the successful Vendor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

SPECIFICATION COMPLIANCE:

Vendor's offer must meet or exceed the required specifications as written. The State of New Hampshire shall be the sole determining factor of what meets or exceeds the required specifications.

PRODUCT SPECIFICATIONS FOR CORROSION INHIBITED LIQUID MAGNESIUM CHLORIDE

- A. Product shall be a corrosion inhibited liquid magnesium chloride, listed on the U.S. EPA Design for the Environment, Deicers, list (http://www.epa.gov/dfe/pubs/projects/formulat/formpart.htm).
- B. Product shall be listed on the PNS (Pacific Northwest Snow fighters) Approved Product List or shall have a Certificate of Analysis indicating product testing, in accordance with PNS specifications (http://www.wsdot.wa.gov/partners/pns/default.htm). Such analysis shall be provided with the bid and shall specify all test results against the corresponding PNS limits.
- C. Product must not contain constituents in excess of the following established total concentration limits. Results are stated as Parts per Million (ppm). If product exceeds any of the following constituents then the bidder shall identify the exception(s) and explain any mitigating circumstances. NH DOT reserves the right to evaluate any exceptions and make a determination of product eligibility.

Phosphorus	250.00 ppm	Chromium	0.50 ppm
Cyanide	0.20 ppm	Cadmium	0.20 ppm
Arsenic	5.00 ppm	Barium	10.00 ppm
Copper	4.00 ppm	Selenium	5.00 ppm
Lead	1.00 ppm	Zinc	10.00 ppm
Mercury	0.05 ppm		

- D. Product must have a pH between 5-7
- E. Product shall contain 23% plus or minus 2% to produce a final material having a eutectic (freezing) point of -30°F or lower.
- F. A 3% solution of the corrosion inhibited chemical product shall have a corrosion value of at least 70% less than that of a 3% solution of Sodium Chloride. (Determined by NACE, National Association of Corrosion Engineers, the standard TM-01-69 as modified by PNS (Pacific Northwest Snow fighters).
- G. A table showing Freezing Point-Specific Gravity for various percentage dilutions of product in water shall be provided. Table shall include data starting from at least 5% product in water and continue to include the percentage product in water to produce the eutectic (lowest freezing point) composition.
- H. Bids must be accompanied with the most recent detailed product specification sheet and Material Safety Data Sheet (MSDS). All documents must be clearly legible. NH DOT reserves the right to request up to two (2) gallons of product, at no additional cost, for verification testing.

SPECIFICATION - DELIVERY:

Deliveries shall be made to any of the listed NH DOT locations identified in the DOT delivery locations stated with

- Vendor will be responsible for all necessary equipment to transfer liquid chemical products to NH DOT storage tanks.
- NH DOT's storage tanks will be fitted with a two inch female stainless steel quick disconnect fitting to 2. allow for unloading of product.

SPECIFICATION - BILL OF LADING REQUIREMENTS:

The bill of lading and invoice for each shipment must contain the following information:

- Name of product
- Supplier and manufacturer of product
- Destination of delivery
- Total number of units being delivered
- Total volume of delivery (in gallons)
- Lot number of product being delivered. The lot number must enable purchaser to track a delivered product back to its manufacture point, date of manufacture and specific batch.

MINIMUM ORDERS:

Minimum loads shall be 4,500 gallons +/- and may be split between 2 delivery locations. When specifically requested. Loads in excess of 4,500 +/- gallons may be requested. All loads shall be within legal load limitations.

OFFER:

Vendor hereby offers to furnish to State of New Hampshire agencies and institutions and to any political sub-division and authorized non-profit organization wishing to participate, in accordance with all of the requirements of this bid invitation at the following prices for the entire contract term and any extension.

Qty.		<u>Product</u>	Unit Cost	<u>Extension</u>
45,000 +/-	Gallons	Magnesium Chloride Liquid	\$ 1.36/gal	\$ 61,200.00

DELIVERY LOCATIONS:

The following are the current State of New Hampshire agency/institution locations which, if you are awarded a contract, you are expected to service. The State of New Hampshire reserves the right to add locations to this list at the contract prices or to delete locations, as needed. This listing does not include any eligible participants.

- Patrol Shed 508 2 Peters Brook Road, Hooksett NH 03045, US Rte 3, opposite side of road from Outdoor World, 2nd left, Industrial Drive. Tel 603-624-144.
- Patrol Shed 512 469 Mammoth Road, Londonderry NH 03053 NH Rt 128, South of Jct. of Rt 28 Tel 603-2.
- Patrol Shed 513 825 Raymond Road, Chester NH 03036, NH Rt 101, Exit 5 Rt 107, South Rt 102 South 3. shed @ Raymond/Chester Tel 603-895-3100.
- Patrol Shed 514 54 Shadow Lake Road, Salem NH, 03079, NH Rt 111, ½ mile east pf Jct of Rt 28. Tel 4.
- Patrol Shed 527 No mailing address, NH Rt 101 East, Manchester NH, 2,000 feet west of Rt 28 By-pass. Tel 603-622-1651.

- 6. Patrol Shed 528 59 Kendall Pond Road, Derry NH 03038, ½ mile west of Derry landfill. Tel 603-432-7921
- 7. NH DOT turnpikes Patrol Shed 830 3 Liberty Lane West, Hampton, NH 03842, Contact James Kuntz, Tel 603-926-6862. Remit to NH Dot Turnpikes, PO Box 2950 Concord NH 03302.

VENDOR CONTACT INFORMATION:

The following information is for this office to be able to contact a person knowledgeable of your bid response, and who can answer questions regarding it:

SYED ALI	1-800-38	7-5777 EXT 110	1-800-387-5777 EXT 110
Contact Person	Local Tele	phone Number	Toll Free Telephone Number
518-729-5181	bids pinno	vative company. con	www.innovative.company.com
Fax Number	E-mail Add		Company Website
INNOVATIVE MUNICIPAL PRODU	CTS CUS) INC.	96477805	59
Vendor Company Name	The second secon	DUNS #	· · · · · · · · · · · · · · · · · · ·
454 RIVER ROAD, GLENMONT	NY 12077		
Vendor Address		,	

Note: To be considered, bid must be signed and notarized on front cover sheet in the space provided.

Safety Data Sheet

Version: 4.0 Preparation Date: April, 2015 Supersedes All Previous Versions

SECTION 1: PRODUCT AND COMPANY IDENTIFICATION

Product Name:

MAGIC MINUS ZERO

Product Use:

De-icing, Anti-icing

Manufacturer/Distributor:

Innovative Surface Solutions

78 Orchard Road Ajax, Ontario L1S 6L1

454 River Road Glenmont, NY

12077

Telephone:

1-800-387-5777

1-800-257-5808

24-Hour Emergency Telephone:

613-996-6666

1-800-424-9300

WHMIS Classification:

Not controlled

Chemical Family:

Inorganic salt solution

SECTION 2: COMPOSITION / INFORMATION ON INGREDIENTS

Components Magnesium Chloride Molasses

CAS# 7786-30-3 68476-78-8 % by Weight 22.4% 20.0%

SECTION 3: HAZARD(S) IDENTIFICATION

	GHS Classification	
Physical	Health	Environment
Not Hazardous	Not Hazardous	Not Hazardous

GHS Label Element

Not Hazardous

SECTION 4: PHYSICAL & CHEMICAL PROPERTIES

Physical State:

Liquid

Appearance | Odor:

Brown liquid | Pleasant odor

Odor Threshold:

Not established

Specific Gravity:

1.302g/mL 3.0 to 5.0

pH: Vapor Pressure:

Not determined

Solubility in Water:

Completely

% Volatile: Vapor Density: Not determined Not determined

SECTION 5: FIRST-AID MEASURES

Eye

May cause slight eye irritation, immediately wash with water for 15 minutes. Get medical attention if irritation persists.

Skin

May cause skin irritation, wash skin thoroughly with soap and water. Get medical attention if irritation develops or persists.

Ingestion

Low in toxicity. May cause diarrhea and vomiting when large quantities

Inhalation

are ingested. Not applicable.



SECTION 6: FIRE FIGHTING MEASURES

Appropriate extinguishing media. This product is not combustible. Choose Suitable Extinguishing Media

media depending on surrounding fire. All extinguishing medias are

Specific Hazards Arising from the Chemical

Protective Equipment and Precaution

Expose to temperature above 160 C gives formation of toxic chloride gases Protective actions and / or special protective equipment depending on surrounding fire. Aqueous solutions may cause surfaces to be extremely

slippery and cause a slip hazard.

SECTION 7: ACCIDENTAL RELEASE MEASURES

Small spills can be washed away with water. Risks and Spills

For large spills cordon off the spill area, collect and or absorb liquid with an inter absorbent and place in appropriate container for disposal. Flush spill area with water Report releases as per local, state and federal

authorities

See Section 9 for details Protective Equipment and Exposure Control

SECTION 8: HANDLING & STORAGE

Wear protective equipment and equipment. Avoid contact with eyes, skin Precaution for Safe Handling

Avoid breathing mist or aerosols

Wash your skin thoroughly with soap and water after handling, if product

comes in contact.

Store in cool, dry, well-ventilated area away from incompatible material. Safe Storage / Incompatibilities

Carbon Steel, polyester, polyethylene and polypropylene are suitable

material for construction.

SECTION 9: EXPOSURE CONTROL / PERSONAL PROTECTION

Not established, no special precaution required. Exposure Control

For dusty or misty conditions, wear NIOSH approved dust or mist Respiratory Protection

respirator.

Wear rubber gloves, boots and long sleeve shirts. Skin Protection

Eye Protection Wear safety goggles.

SECTION 10: STABILITY & REACTIVITY

Not reactive. Stable under normal storage and handling conditions. Reactivity / Chemical Stability

Temperature below or close to product freezing point can give formation of Conditions to Avoid

crystals during storage.

Strong oxidizing agents, concentrated acids and some metals. Incompatible Material

product decomposes and emits hydrogen chloride, Above 160 C Hazardous Decomposition Products

halogenated compounds and chloride gas.

SECTION 11: TOXICOLOGICAL INFORMATION

Ingestion may cause slight irritation with nausea, vomiting and diarrhea. Ingestion

Inhalation of mist may cause slight irritation of nose, throat and upper

respiratory tract.

May cause minor irritation with pain and tearing. Eye

May cause slight irritation on prolonged or repeated contact. Skin

None of the component in the product is listed as carcinogen or suspected Carcinogenicity

carcinogen by IARC, NTP or OSHA.

Reproductive Toxicity None.

Oral (rate) LD 50 8100 mg / Kg

The material is classified as not toxic. Appraisal



Inhalation

SECTION 12: ECOLOGICAL INFORMATION

Fathead minnow NOEC: 1.0 g/L Eco toxicity

Ceriodaphnia dubia NOEC: 1.00 g / L Selenastrum growth NOEC: 2.0 g / L

Persistence and Degradability Bio accumulative Potential

Not applicable. No data available.

Mobility in Soil Other Adverse Effects No data available. None known.

SECTION 13: DISPOSAL CONSIDERATIONS

Dispose in accordance with local, state and federal environmental regulations.

SECTION 14: TRANSPORT INFORMATION

Proper Shipping Name

Not regulated

UN Number

None

Hazard Class / packing Group

None

Label Required

None

SECTION 15: REGULATORY INFORMATION

CERCLA

This product is not subjected to CERCLA release reporting. Many States have more stringent release reporting requirements. Report spills required under federal, state and local regulations.

SARA Hazard Category (311/312)

Not Hazardous

SARA 313

None

EPA TSCA Inventory

All of the ingredients in this product are listed on the EPA TSCA

Inventory.

CEPA

All the components of this product are listed on the Canadian DSL

WHMIS Classification

Not classified as dangerous.

SECTION 16: PREPARATION INFORMATION

Prepared By:

Innovative Surface Solutions

Telephone:

905-427-0318

Preparation Date:

April, 2015

Superseded Date:

ALL PREVIOUS VERSIONS





Product Technical Specification Sheet

Product Name: Magic Minus Zero

Physical Characteristics:

No.	Properties	Test Method	Typical Values	Specif	ication
				min	max
1	Appearance	(40)	Brown		*
2	pH, deicer 1+4	ASTM D-1293	4.0	3.0	6.0
3	Specific Gravity (15°C 60°F)	ASTM D-1429	1.300	1.290	1.310
4	Weight (lbs/gal)	ASTM D-1429	10.85	10.76	10.93
5	Freeze Point Temperature	PNS	-45°C -49°F	*	*
6	% Freezer Settable Solids	PNS	<1.0	0.0	1.0
7	% Solids Passing #10 Sieve	PNS	>99.0	99.0	100.0
8	Total Dissolved Solids		38.4	37.4	45.4
9	Corrosion % effectiveness	NACE PNS	9.8		<30.0

Chemical Characteristics:

No.	Properties	Test Method	Typical Values	Speci	fication
				min	Max
. 10	% Magnesium Chloride	PNS	22.4	21.4	23.4
11	% Sodium Chloride	PNS		0.0	1.0
12	% Calcium Chloride	PNS	-	0.0	1.0
13	% Potassium Chloride	PNS		0.0	1.0
14	Arsenic (ppm)	EPA 200.7	<1.0	0.0	5.0
15	Barium (ppm)	EPA 200.7	<0.5	0.0	1.00.0
16	Cadmium (ppm)	EPA 200.7	< 0.05	0.0	0.2
17	Chromium (ppm)	EPA 200.7	<0.5	0.0	1.0
18	Copper (ppm)	EPA 200.7	1.3	0.0	4.0
19	Cyanide (ppm)	EPA 335.4	< 0.05	0.0	0.2
20	Lead (ppm)	EPA 200.7	<0.5	0.0	1.0
21	Mercury (ppm)	EPA 245.1	< 0.02	0.0	0.05
22	Selenium (ppm)	EPA 200.7	<1.0	0.0	5.0
23	Zinc (ppm)	EPA 200.7	<0.1	0.0	10.0
24	Phosphorus (ppm)	EPA 365.4	15.9	0.0	2500.0

Version 2.0 | Page 1 of 1

Magic Minus Zero Effective Date: January 2015 www.innovativecompany.com 78 Orchard Road 1-800-387-5777

454 River Road Ajax, Ontario L1S 6L1 Glenmont, NY 12077 1-800-257-5808



September, 2010

Magic Minus Zero ® Freeze Point/Specific Gravity Chart

%Dissolved Solids	Specific Gravity	Freeze PT (°F)	Freeze PT (°C)
5	1.01	29	-2
6	1.02	29	-2
7	1.02	28	-2
8	1.03	27	-3
9	1.04	26	-3
10	1.05	25	-4
11	1.06	24	-4
12	1.07	23	-5
13	1.07	22	-5
14	1.08	21	-6
15	1.08	20	-6
16	1.09	19	-7
17	1.10	18	-8
18	1.10	16	-9
19	1,11	14	-10
20	1.12	12	-11
21	1.13	10	-12
22	1.14	9	-13
23	1.15	7	-14
24	1.16	5	-15
25	1.16	3	-16
26	1.17	1	-17
27	1.18	0	-18
28	1.19	-2	-19
29	1,20	-4	-20
30	1.21	-6	-21
31	1.22	-8	-22
32	1.23	-9	-23
33	1.24	-11	-24
34	1.25	-15	-26
35	1.26	-18	-28
36	1.26	-24	-31
37	1.27	-31	-35
38	1.27	-36	-38
39	1.28	-42	-41
40	1.29	-49	-45



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY: WASHINGTON D.C., 20460

OFFICE OF PREVENTION, PESTICIDES AND TOXIC SUBSTANCES

January 22, 2008

David H. Wood President Sears Ecological Applications Company 1914 Black River Blvd Rome, NY 13440

Dear Mr. Wood:

The U.S. Environmental Protection Agency applauds Sears Ecological Applications Company ("SEACO") for your leadership in developing an environmentally oriented set of deicers. EPA's Design for the Environment ("DfE") program seeks to promote the use of products with improved environmental and human health characteristics. The products in our partnership – Ice B' Gone (Magic-0), Ice B' Gone II, and Ice B' Gone II HF – fully achieve that objective in the roadway deicing sector.

The key purpose of the DfE-SEACO partnership is to recognize and encourage the environmentally preferable chemistry of the partnership products. DfE is very enthusiastic about your successful formulation of these products and about our partnership. By eliminating corrosive salts and other harmful ingredients, you have demonstrated active environmental stewardship and dedication to continuous improvement.

Consumers who use your recognized products will be participants in this important national effort to protect the environment and safeguard human health. I commend SEACO for your commitment to improving the environmental profile and performance of your products—and for leading change in the deicing industry. DfE looks forward to building this partnership and wishes you much success with the partnership products.

Sincerely,

U.S. EPA

Clive Davies, Chief

Design for the Environment

Analytical Laboratories, Inc.

1804 N. 33rd Street Boise, Idaho 83703 Phone (208) 342-5515 NOV 1 2 2014

Date Report Printed:

11/5/2014 9:31:04 AM

http://www.analyticallaboratories.com

These test results relate only to the items tested.

Laboratory Analysis Report

Sample Number: 1442335

Attn: INAM SIDDIQI

INNOVATIVE MUNICIPAL U S

78 ORCHARD RD

AJAX, ON LIS 6L1, CANADA

Collected By:

Submitted By: FED EX

Source of Sample:

MAGIC MINUS ZERO CROSBY TERMINAL

Time of Collection:

Date of Collection:

Date Received:

10/23/2014

Report Date:

11/5/2014

PWS#:

Field Temp:

Temp Rovd in Lab:

PWS Name:

Test Requested	MCL	Analysis Result	Units	MDL	Method	Date Completed	Analyst
% Solid Passing #10 Sieve		> 99.0	%		PNS	11/4/2014	JH
100 percent passing the #10 siev	ve. Freezer temper	rature = 0 °F (-17.8 °C					V.0
Arsenic, As		<1.0	mg/L	1.0	EPA 200.7	11/4/2014	KC
Barium, Ba		0.9	mg/L	0.5	EPA 200.7	11/4/2014	KC
Cadmium, Cd		< 0.05	mg/L	0.05	EPA 200.7	11/4/2014	KC
Chromium, Cr		<0.5	mg/L	0.5	EPA 200.7	11/4/2014	KC
Copper, Cu		1.5	mg/L	0.1	EPA 200.7	11/4/2014	KC
Corrosion Rate, 3 Day, TSI Coup Corrosion Rate Duplicate = 12.7		11.9	%		NACE PNS	10/31/2014	JH
Freezer Settleable Solids		<1.0	%	1.0	PNS	11/4/2014	JH
There was no visible settleable r	naterial in a dark b	orown 900 mL sample	e. There was no den	sity layer felt at	any level.		
Lead, Pb		<0.5	mg/L	0.5	EPA 200.7	11/4/2014	KC
Magnesium Chloride		22.9	% wt	0.1	EPA 200.7	11/4/2014	KC
Mercury, Hg		< 0.02	mg/L	0.02	EPA 245.1	10/31/2014	KC
Metals Digestion		*			EPA 3050	10/27/2014	JH
Selenium, Se		<1.0	mg/L	1.0	EPA 200.7	11/4/2014	KC
Specific Gravity		1.3012	wt/vol		Pycnometer	10/29/2014	NC
Zinc, Zn		2.1	mg/L	0.1	EPA 200.7	11/4/2014	KC
3000 000 TO		106	mg/L	10	EPA 365.4	10/30/2014	DS
Total Phosphate (as P)		<0.05	mg/L	0.05	EPA 335.4	10/31/2014	DS
Cyanide, Total pH, Deicer 1 + 4		4.3	S.U.		ASTM D1293	10/29/2014	DS

Thank you for choosing And vical Laboratories for your testing needs.

If you have any questions about this report, or any future analytical needs, please control your client manager;

MCL = Maximum Contamination Level MDL = Method/Minimum Detection Limit UR = Unregulated

Page 1 of 1

James Hibbs

